

UNITED STATES DISTRICT COURT

DISTRICT OF SOUTH DAKOTA

SOUTHERN DIVISION

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WILBUR-ELLIS COMPANY, LLC,

Plaintiff,

vs.

TAIT LACEY and J.R. SIMPLOT  
COMPANY,

Defendants.

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4:23-CV-04097-LLP

ORDER DENYING MOTION TO SEAL

Plaintiff, Wilbur-Ellis Company, LLC, Inc., (“Wilbur-Ellis”), brought this action against Defendants, Tait Lacey (“Lacey”) and J.R. Simplot Company (“Simplot”), to enforce restrictive covenants in an Employment Agreement (“Agreement”) between Wilbur-Ellis and Lacey. Lacey moved this Court for an order to seal his opposing brief and Exhibit 1 to the Declaration of Tait Lacey because the severance agreement between the parties contains a confidentiality provision. (Doc. 29.)

There is a long-standing presumption of public access to litigation in the courts and private parties’ desire to maintain confidentiality does not work to bind the Court. Sealing documents is generally appropriate when necessary to protect victim identities, trade secrets, to secure matters of national security, to honor the rules of sovereign nations, and to conceal personal identifying information such as social security numbers or birth dates.

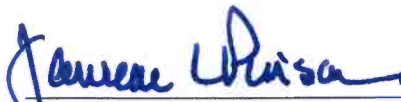
*BlueLine Rental, LLC. v. Rowland*, 2019 WL 3818882, at \*3 (E.D. Mo. Aug. 14, 2019) (internal quotation marks and citation omitted).

The Court concludes that the information in the severance agreement is not the kind of information that warrants sealing it from public access. Accordingly,

**IT IS ORDERED** that Lacey’s motion to seal is denied. (Doc. 29.)

Dated this 10<sup>th</sup> day of July, 2023.

BY THE COURT:

A handwritten signature in blue ink, appearing to read "Lawrence L. Piersol", written over a horizontal line.

Lawrence L. Piersol  
United States District Judge

ATTEST:

MATTHEW W. THELEN, CLERK

A handwritten signature in blue ink, appearing to read "Matthew W. Thelen", written over a horizontal line.